vss

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.742 OF 2006
IN
SUIT NO.736 OF 2006

Housing Development Finance
Corporation Ltd. ... Plaintiff

V/s.

Maurya Suryakant Shivnarayan ... Defendant

Mr.Dinesh Purandare with M.S. Dehlvi i/b M/s.Negandhi Shah for Plaintiff
None for Defendant

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **MARCH 21, 2006**

P.C.:

. On 9.3.2006, the Plaintiff was granted prayer clause (b) by way of ad-interim relief. The plaintiff was given liberty to move this Court after giving fresh notice to the Defendant in order to seek prayer clause (a). An affidavit has been filed on 20.3.2006 indicating that the papers and proceedings have been served on the Defendant. The Defendant, it appears, has accepted the same. Nobody appears for the Defendant.

2. In the circumstances, ad-interim relief in terms of prayer clause (a). However, the Receiver to take formal possession of the suit property. The Defendant may be appointed as an agent of the Court Receiver on the usual terms and conditions. An agency agreement to that effect to be entered into by the Defendant with the Receiver within four weeks from today. In the event the

Defendant does not avail of this opportunity, the

Receiver shall stand appointed in respect of the suit property with all powers under Order 40 Rule 1 of the Code of Civil Procedure.

3. Reply to the Motion be filed within four weeks from today. Rejoinder, if any, to be filed within four weeks thereafter.

4. Notice of Motion is made returnable after eight weeks.